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CUP21 9.28/68

To Be SOLD By AUCTION,

By Mr. READ,

On FRIDAY the 8th of APRIL, 1796, *between the Hours of Three and Four in the Afternoon, at the* Golden-Croſs, Cain's-Croſs,

About 316

OAK TIMBER TREES,

With their Tops and Bark now ſtanding on different Farms and Woods, in the Pariſh of *Standiſh*, in the County of *Gloceſter*, the Property of Lord *Sherbourn*, divided into the following Lots:

LOT I.—20 Oak Timber Trees, marked with paint with the letter A. ſtanding on *Randwick Hill*, in the occupation of Mr. John Hewlett.

LOT II.—36 Oak Timber Trees, marked B. 34 ſtanding in the buſhes and the edge of *Long Wood*, and two in the *Horſe-Deer-Park*, all in the occupation of Mr. Joſeph Butcher.

LOT III.—20 Oak Timber Trees, marked C. ſeven ſtanding in *Redding-Grove*, three in *Long Wood*, oppoſite the *Deer Park*, and 10 in ditto or *Cuker's Moor*, in the occupation of Mr. Butcher.

LOT IV.—23 Oak Timber Trees and five ſmall Beech Trees, marked D. ſtanding in *Awker's Grove*, in the occupation of Mr. Joſeph Butcher.

LOT V.—43 Oak Timber Trees, marked E. and ſcribed, beginning No. 1, and ending with No. 43, ſtanding in *Standiſh Brake*, in the occupation of Mr. Henry Butt.

LOT VI.—47 Oak Timber Trees, marked F. and ſcribed, beginning No. 44, and ending with 90, ſtanding in *Standiſh Brake*, in the occupation of ditto.

LOT VII.—44 Oak Timber Trees, marked G. and ſcribed, beginning No. 91, and ending with No. 134, in the occupation of ditto.

LOT VIII.—34 Oak Timber Trees, marked H. 14 ſtanding in the *Moor's Ground*, and 20 in *Great Biſhop's Ground*, in the occupation of Mr. John Hewlett.

LOT IX.—26 Oak Timber Trees, marked I. 22 ſtanding in the *Orchard* or *Hay Pear Tree Ground*, and four in *Broad Croft Ground*, in the occupation of Mr. John Hewlett.

LOT X.—10 Oak Timber Trees, marked K. five ſtanding in the *Orchard* or *Hay Pear Tree Ground*, and five in the

CONDITIONS OF SALE.

I.—The higheſt Bidder to be the Purchaſer; but if any diſpute ſhall ariſe between two or more Bidders, the Lot in diſpute ſhall be immediately put up again, and re-ſold.—No perſon ſhall advance leſs than one pound at each bidding.

II.—The Purchaſer ſhall pay down immediately into the hands of Mr. Markham 10 per cent. of the purchaſe-money, by way of depoſit, and in part thereof; and ſhall pay the remainder of the ſaid purchaſe-money by two equal payments to the aforeſaid Mr. Markham, at his Office, in Cheltenham, (viz.) one half on or before the 24th day of June next and the remainder on or before the 25th day of December next giving ſuch ſecurity to the ſaid Mr. Markham, as he ſhall approve of.

III.—The Purchaſer ſhall fell the ſaid Timber in a workman-like manner, and work up, cord, clear, and carry away the ſame, on or before the 1ſt of April, 1797. That all Trees growing in the grounds ſhall be grubbed up, and the holes filled. All Trees, ſtanding in the woods, hedges, or near any wall, or trees intended to ſtand, ſhall be ſawed off or hewn down, and the hedges, ditches, and walls made good by the Purchaſer.

IV.—That all Trees growing near any Trees intended to ſtand, or live Fence, where the lop is likely to do damage by falling, ſhall have the principal limbs cut off, before they are fell, and be ſecured by pullies or otherwiſe to prevent as little damage as poſſible. The tops and limbs of the Trees intended for cord-wood to be cut and ſtacked, within two months after the Trees are fell.

V.—The Purchaſer to be allowed to ſink Saw-pits at proper and convenient places, and to lodge the Timber as near thereto as poſſible, filling up the ſame as ſoon as the Timber is cleared away, and ſhall have a right to haul the ſaid Timber, Bark, and Cord, by all the uſual roads, at the proper ſeaſon of the year, doing as little damage as poſſible; and ſhall make ſatisfaction for any wilful or negligent damage that might be done, either in felling

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LOT X.—10 Oak Timber Trees, marked K. five ſtanding in the *Orchard* or *Hay Pear Tree Ground*, and five in the *Moors*, in the occupation of ditto.

LOT XI.—13 Oak Timber Trees, marked L. ſtanding in *Cluding's Leaze*, in the occupation of Mr. Wm. Butcher.

LOT XII.—29 Pollard Oaks, marked with a ſcribe, ſtanding in *Cluding's Leaze*, (in one or more Lots) in the occupation of ditto.

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VI.—The purchaſer of each Lot to pay the Auctioneer.

VII—That upon the Purchaſer's failure of complying with the above conditions on his part, the depoſit-money ſhall be forfeited to the Vender, and he ſhall be at full liberty to re-ſell the ſame, either by public ſale or private contract.

Peter Smith of Nailsworth in the County of Gloucester Timber Merchant was the last and highest bidder for Lots 1-4-6-9-11 amounting to Forty six pounds Fifteen shillings — and he agrees to pay the residue of the said Sum of £465 £ according to the above conditions and to comply with the above Conditions Witneſs our Hands

Witneſs
Thos. Hullett

Peter Smith — Thos. Markham.